

THE CORPORATION OF THE CITY OF FERNIE

BYLAW NO. 2436, 2021

ANIMAL RESPONSIBILITY BYLAW

A Bylaw to Establish Provisions for Animal Welfare, Control, Licensing, Duties of Animal Owners, Penalties, and Enforcement in the City of Fernie.

WHEREAS the *Community Charter* provides municipalities with fundamental powers to regulate, prohibit, and impose requirements in relation to Animals;

AND WHEREAS the *Community Charter* permits municipalities to establish different classes of Animals on the basis of sex, age, size, or breed;

AND WHEREAS the *Community Charter* provides seizure and related powers in respect of Animals;

AND WHEREAS the *Community Charter* provides municipalities with special powers in relation to Dangerous Dogs;

THEREFORE BE IT RESOLVED that the City of Fernie, in open meeting assembled, pursuant to powers vested in it by the *Community Charter*, SBC 2003, c.26, as amended, ENACT AS FOLLOWS:

PART 1- INTRODUCTION

Title:

1.1 This Bylaw may be cited as “ANIMAL RESPONSIBILITY BYLAW NO. 2436, 2021”.

Definitions and Interpretation

1.2 In this Bylaw:

Aggressive Behaviour	means any behaviour that unduly intimidates a person or Animal and includes snarling, growling, baring teeth, or pursuing a person or animal in a threatening manner.
Aggressive Dog	means a dog that: (a) has without justifiable provocation, displayed aggressive behaviour toward a person or domestic animal; or (b) has without justifiable provocation, caused a minor injury to a person or domestic animal
Animal	means any living member of the animal kingdom but excludes the human species.
Agricultural Animals	Include: (a) Cattle (b) Horses (c) Sheep (d) Goats (e) Pigs

	(f) Poultry
Animal Control Officer	means any Person who is designated by Council to administer and enforce this Bylaw, and includes: (a) A Peace Officer; (b) A Bylaw Enforcement Officer; (c) A Pound keeper; or (d) A Person appointed by Council as an Animal Control Officer.
Animal Shelter	means the City facility established for the holding of Impounded Animals as set out in this bylaw.
Animal Shelter Manager	means any person appointed by the City as the animal shelter manager or any contractor who has entered into an agreement with the City to assume the responsibilities of the animal shelter manager pursuant to this bylaw or a person appointed to act in the place of the Manager.
At Large	means: (a) an animal located elsewhere than on the premises of the person owning or having the custody, care or control of the animal that is not under the immediate charge and control of a responsible and Competent Person; (b) an animal located upon a highway or other Public Place, including a school ground, park, or Public Place, that is not secured on a Leash to a responsible and Competent Person; or (c) a Vicious Dog or Dangerous Dog that is on the premises of the Owner that is not contained in an Enclosure or securely confined within a dwelling;
Attack	means an assault on a person, Animal.
Beehive	means an enclosed human-made structure in which no more than one colony of bees live and raise their young.
Beekeeping	means the keeping of bees and or beehives in accordance with the regulations of this Bylaw.
Bylaw Enforcement Officer	means a Person appointed by Council to the position of Bylaw Enforcement Officer
Cat	means a member of the <i>Felis catus</i> family and commonly known as the domestic house cat.
Choke Collar	means a slip collar or chain that may constrict around the Animal's neck as a result of pulling on one end of the collar or chain and includes pinch or prong collars but does not include a martingale collar.

City	means the Corporation of the City of Fernie.
Competent Person	means a person who is physically and mentally able to control a Dog and to ensure compliance with this Bylaw.
Council	means the municipal Council of the City.
Dangerous Dog	Dangerous Dog has the same meaning as defined in section 49 of the <i>Community Charter</i> .
Distress	includes, but is not limited to, an Animal which is exhibiting any of the following signs of heat distress: <ul style="list-style-type: none"> (a) Excessively panting or drooling; (b) Dark purple or grey tongue; (c) Loss of bowel control; or (d) Lethargic and unresponsive behaviour.
Dog	means any Animal of the canine species, irrespective of age or sex.
Dog License	means a license for a Dog for the current licensing year that is paid for and that has been issued by the City under this Bylaw.
Enclosure	means a fence or structure at least two (2) meters in height and two (2) meters in width, designed with sides, top and bottom and capable of being locked, forming, or causing a secure enclosure suitable to prevent unauthorized entry and suitable to confine a dog and prevent its escape in conjunction with other measures taken by the Owner.
Guide Dog	Means a dog that <ul style="list-style-type: none"> (a) is trained as a guide for a blind person, and (b) is certified as a guide dog;
Identification	means: <ul style="list-style-type: none"> (a) a collar or tag worn by an animal which includes the name, current address, and telephone number of the Owner; (b) a traceable tattoo; or (c) a traceable microchip; or (d) a valid dog license issued by the City or as required by another local government in which the dog ordinarily resides.
Impounded	means seized, detained, received, or taken into the Pound or in the custody of the Animal Control Officer.
Kennel	means any compound of pens or cages or property in which four (4) or more Dogs, other than those belonging to a resident of the rural residential property on which the boarding kennel is located.

Leash	means a line or chain that does not exceed 6 feet (1.83 meters) in length and is of sufficient strength to restrain a Dog without breaking.
Licensed Dog	means a Dog for which a Dog License has been issued, and that is wearing, on its collar or harness, a tag which has stamped figures corresponding to a Dog for that specific Dog.
License Year	means the period from January 1 to December 31 in any year.
Minor Injury	means a physical injury to a person or Animal that consists of pinches, minor localized bruising, scratches, shallow punctures, or lacerations in one direction only.
Muzzle	means a humane basket-style fastening or covering device that is strong enough and well-fitted enough to prevent a Dog from biting, without interfering with the breathing, panting or vision of the Dog or with its ability to drink.
Neuter	means the sterilization of a male Animal by removal of the testicles or by any methods of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association.
Off Leash Area	means an area of City-owned property designated by signs, which defines the geographic area and or times that Dogs are permitted to be unrestrained by a Leash.
Owner	means a person <ul style="list-style-type: none"> (a) who is legally entitled to own an Animal; (b) who is possessing, harbouring, or having charge of an Animal; or (c) to whom a license for an Animal has been issued pursuant to this Bylaw; and (d) who is the legal guardian or has custody of a minor person who is harbouring, or in possession or charge of an Animal.
Permanent Identification	means identification for an Animal in the form of a traceable tattoo or a microchip that contains the current contact information of the Owner.
Poultry	means any bird normally raised for food or egg production, and without limiting the generality of the foregoing includes: hens or pullets, rooster or cockerels, ducks, geese, turkeys, artificially reared grouse, partridge, quail, pigeons, pheasant, rock doves, quail or ptarmigan.
Pound	means any building, enclosure or place established as such, by the Council from time to time, for the keeping of Animals Impounded under this bylaw.

Prohibited Animal	means: <ul style="list-style-type: none"> (a) Agricultural Animals except for those listed as restricted animals (b) Ungulates (c) Any feral animal or; (d) Wildlife.
Property	means real and personal property.
Public Place	includes any highway, sidewalk, street, lane, boulevard, public space, park, or any real property owned, held, operated, or managed by the City or by a school located within the City.
Restricted Animal	means Dogs and Urban Agricultural Animals.
Serious Injury	means a physical injury to a person or domestic animal that: <ul style="list-style-type: none"> (a) Consists of deep punctures, lacerations in more than one direction, or broken bones; or (b) Requires sutures or cosmetic surgery
Service Dog	Means a dog that: <ul style="list-style-type: none"> a) is trained to perform specific tasks to assist a person with a disability, and b) is certified as a service dog;
Spay	means sterilization of a female Animal by removal of the ovaries or by any method of pharmaceutical sterilization approved by the Canadian Veterinary Medical Association.
Under Control	means, in respect of any Dog, such circumstances where the dog: <ul style="list-style-type: none"> (a) Immediately returns when called or signaled by the Owner of the Dog; and (b) Is not displaying Aggressive Behavior
Unlicensed Dog	means any Dog over the age of four (4) months for which the license fee for the current Licence Year has not been paid, or any Dog which is not wearing a license tag for the current Licence Year.
Unrestricted Animals	means domestic cats and other domestic animals not listed as prohibited or restricted that are kept as pets, provided they are kept indoors in a residential dwelling unit.
Urban Agricultural Animal	means bees, female chickens, and female ducks.
Vicious Dog	means a Dog that: <ul style="list-style-type: none"> (a) Has, without justifiable provocation, caused a serious injury to a person or a domestic Animal; or

	<p>(b) Has a known propensity, tendency, or disposition to attack other animals, domestic cats, or person(s) without justifiable provocation; or</p> <p>(c) Has on more than one occasion caused a minor injury to a person or a domestic Animal; or</p> <p>(d) Has while running At Large, aggressively pursued or harassed a person without justifiable provocation, or has demonstrated a propensity, tendency, or disposition to do so as deemed by an Animal Control Officer.</p>
Wildlife	As defined in the <i>BC Wildlife Act</i> .

1.3 In this Bylaw, except as otherwise provided, words and phrases have the same meanings as in the *Community Charter*. A reference to a statute refers to a statute of British Columbia, and a reference to any statute, regulation, bylaw or other enactment refers to that enactment as it may be amended or replaced from time to time. In the event of inconsistency between this Bylaw and a provincial enactment, the stricter law prevails.

1.4 If any portion of this Bylaw is held to be invalid by a court of competent jurisdiction, the invalid portion is severed, without affecting the remaining portions which shall continue in effect.

1.5 A notice delivered to an Owner under this Bylaw is deemed to be received:

- (a) if delivered personally, after 4 o'clock on the date of delivery;
- (b) if delivered by ordinary or registered mail to the last known address of the Owner, on the 5th day following the date it is posted.

PART 2- PROHIBITED ANIMALS

2.1 No person shall own, have in their possession, keep, cause, suffer to be kept or have on any Property within the City a Prohibited Animal.

2.2 Notwithstanding section 2.1, Agricultural Animals are permitted on parcels that are zoned for agricultural use.

PART 3- RESTRICTED ANIMALS

3.1 No person shall keep a Restricted Animal except in accordance with this Bylaw.

PART 4- DOG LICENCES

4.1 No person shall keep or permit to be kept on a parcel a Dog over the age of four (4) months unless a valid and subsisting Dog Licence for the current calendar year has been obtained from the City for that dog.

- 4.2 Every Dog Licence issued under this Bylaw shall expire on the thirty-first day of December next following the date on which the licence was issued.
- 4.3 Every application for a Dog Licence shall be made to the Corporate Officer in the form approved by the Chief Administrative Officer, and the applicant shall provide:
- (a) the name and civic address of the Owner;
 - (b) the ordinary address where the Dog is kept; if different, and
 - (c) a full description of each Dog that must be licensed, including name, sex, coloring, age, breed, and whether Neutered or Spayed.
- 4.4 Every Dog Owner must ensure that a valid Dog Licence tag is displayed on the Dog at all times, by affixing it to the Dog's collar or harness.
- 4.5 Dog tags which are lost may be replaced upon application to the Bylaw Enforcement Officer.
- 4.6 Where the Owner of a Dog in respect of which a licence is issued under this Bylaw sells or otherwise ceases to be the Owner, the licence for that Dog is cancelled.
- 4.7 The Dog licence shall consist of a metal tag on which is impressed the licence number, the year in which the licence applies and the words "*City of Fernie*".

PART 5- CONTROL OF DOGS

- 5.1 The Owner of a dog must not cause or allow the Dog to do any of the following:
- (a) Subject to section PART 6, to be on a sidewalk, highway, boulevard, school ground, playground, park, or other Public Place unless the Dog is on a Leash;
 - (b) trespass onto the private Property of another person;
 - (c) bark, howl, or otherwise cause any kind of sound continually, sporadically, or erratically for any period of time in excess of fifteen (15) minutes, which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort, or convenience of individuals or the public;
 - (d) leave or deposit excrement on any Public Place or Property of another person, unless the Owner immediately removes such excrement and disposes of in a sanitary manner; or
 - (e) whether or not on Leash, enter onto or be in the following restricted areas:
 - i. Rotary Park;
 - ii. The grounds of any school; or
 - iii. Ridgemont Park.

- 5.2 Every Owner shall ensure that their Dog does not:
- (a) display Aggressive Behaviour towards a person or domestic Animal;
 - (b) cause a Minor Injury to a person or domestic animal; or
 - (c) cause a Serious Injury to a person or domestic animal.
- 5.3 Section 5.2 does not apply to a Peace Officer acting in the course of their duty.
- 5.4 An Animal Control Officer may, by written notice, designate a Dog as an Aggressive Dog in accordance with this Bylaw; and impose on its Owner such restrictions, requirements and other conditions as the Officer believes advisable and to prevent further Aggressive Behavior, Attack, or injury to another domestic Animal or to a person.
- 5.5 An Animal Control Officer may, by written notice, designate a Dog as a Vicious Dog or a Dangerous Dog and, in addition to imposing on its Owner such restrictions, requirements and other conditions as the Officer believes are warranted to avoid danger to the public or other Animals, may take action under section 49 of the *Community Charter*, including to apply to the Provincial Court for an order that the Dog be humanely destroyed.

PART 6- OFF LEASH AREAS

- 6.1 Despite section 5.1(a) a Leash is not required for a Dog in an Off-Leash Area, provided that the Dog is accompanied by and under the effective control of a Competent Person.
- 6.2 When in an Off Leash Area, a Competent Person responsible for a dog, may allow their Dog to be off leash provided that they:
- (a) carry a Leash;
 - (b) keep the Dog in view at all times;
 - (c) keep the Dog Under Control;
 - (d) immediately Leash the Dog if it displays any Aggressive Behaviour; and
 - (e) remove the Dog's excrement and dispose of it in a sanitary manner.

PART 7- AGGRESSIVE DOGS

- 7.1 Where an Animal Control Officer determines that a Dog is an Aggressive Dog, the Officer may issue written notice to the Owner of that Dog advising that the Dog has been designated as an Aggressive Dog and that the requirements of this Part 7 apply to the keeping and control of that Dog.

7.2 The Owner of a Dog that has been delivered a notice designating their dog as an Aggressive Dog must:

- (a) secure the Dog by a collar and Leash that is a maximum length of (1) metre when not on the Owner's Property;
- (b) ensure that the dog is not At Large within the City at any time;
- (c) keep the dog muzzled when in an Off Leash Area;
- (d) not leave the Dog unattended at any time when not on the Owner's Property, whether or not hitched, tied, or fastened to a fixed object;
- (e) within thirty (30) calendar days of being delivered the notice:
 - i. ensure the Dog has Permanent Identification;
 - ii. provide the Identification information to the Bylaw Enforcement Officer;
 - iii. obtain a City of Fernie Aggressive Dog license for the Dog; and
 - iv. pay the applicable fees established in Schedule A.

7.3 After one year of a Dog being designated as an Aggressive Dog, the Owner may apply to the Director responsible for Bylaw Services for relief from the requirements of Section 7.2.

7.4 Subject to section 7.5, on reviewing an application under section 7.3, if the Director responsible for Bylaw Services is satisfied that:

- (a) the City has received no further complaints regarding that Dog's Aggressive behaviour; and
- (b) proof and documentation are provided that the Owner and the Dog have successfully completed a course by an institution or trainer to address the Dog's Aggressive Behaviour,

the Director responsible for Bylaw Services may, by written notice, provide relief from the designation or from any or all the requirements imposed on the notice designating the Dog as an Aggressive Dog.

7.5 If a Dog displays Aggressive behaviour again after relief has been granted under Section 7.4, the requirements of Section 7.2 shall permanently apply in respect of that Dog.

PART 8- VICIOUS DOGS

8.1 Where the Animal Control Officer determines that a Dog is a Vicious Dog, the Officer may issue a written notice to the Owner of that Dog advising that the Dog has been designated as a Vicious Dog and that the requirements of this Part 8

apply to the keeping and control of that Dog.

- 8.2 The Owner may, within fourteen (14) calendar days of being delivered the notice, request in writing that the Director responsible for Bylaw Services reconsider the decision. The request for reconsideration must be accompanied by:
- (a) written reasons why the dog is not a Vicious Dog; and
 - (b) a written assessment of the Dog prepared by a dog behaviour specialist within the last six (6) months.
- 8.3 If the written request for reconsideration referenced is received by the City within the time specified in section 8.2, the Director responsible for Bylaw Services may provide the Owner and any complainant with an opportunity to make representations regarding the Vicious Dog. The Director responsible for Bylaw Services may consider any other information the Director considers relevant in the matter, and may confirm, reverse, or amend the decision designating the Dog as a Vicious Dog and may cancel or modify any restrictions, requirements or conditions imposed by the Animal Control Officer and impose any new or additional restrictions, requirements, or conditions as the Director deems necessary or appropriate in the circumstances for the safety of other domestic animals and the public.
- 8.4 The Owner who has been delivered a notice designating their Dog as a Vicious Dog must:
- (a) secure the Dog by a collar and Leash that is a maximum length of one (1) metre when not on the Owner's Property;
 - (b) ensure the Dog is not At Large within the City at any time;
 - (c) ensure the Dog is not in a designated Off-Leash area in the City at any time;
 - (d) keep the Dog effectively Muzzled to prevent it from biting another Animal or human when not on the Owner's Property;
 - (e) not hitch, tie, or fasten the dog to a fixed object and leave unattended at any time when not on the Owner's Property;
 - (f) post a clearly visible sign at all points of entry onto the premises where the Dog is being kept, whether temporarily or permanently, warning that there is a Vicious Dog on the premises;
 - (g) at all times while the Vicious Dog is on the Owner's premises, keep the Dog securely confined indoors or confined outdoors in an Enclosure;

- (h) meet any further restrictions, requirements and further conditions tailored to the particular dog and circumstances set out in the notice to improve the safety of the Dog's behavior;
- (i) within thirty (30) calendar days of being delivered the notice:
 - i. ensure the Dog has permanent Identification;
 - ii. provide the permanent Identification information to the Bylaw Enforcement Officer;
 - iii. obtain a City of Fernie Vicious Dog license for the Dog; and
 - iv. pay the applicable fees established in Schedule A

PART 9- DANGEROUS DOGS

- 9.1 Where an Animal Control Officer determines that a Dog is a Dangerous Dog, the Officer may issue written notice to the Owner of that Dog advising the Owner that it has been designated as a Dangerous Dog and that the requirements of this Bylaw with respect to Dangerous Dogs apply to the keeping and control of that Dog.
- 9.2 An Owner who has been delivered a notice under section 9.1 designating their Dog as a Dangerous Dog, if the Dog has not been or is no longer impounded, must immediately comply with the requirements of section 9.7, along with additional requirements determined by the Animal Control Officer.
- 9.3 The Owner may, within fourteen (14) calendar days of being delivered the notice, request in writing that the Bylaw Services Director reconsider the decision. The request for reconsideration must be accompanied by:
- (a) written reasons why the dog is not a Dangerous Dog; and
 - (b) a written assessment of the Dog prepared by a dog behaviour specialist within the last six (6) months.
- 9.4 If the written request for reconsideration referenced is received by the City within the time specified in section 9.3, the Director responsible for Bylaw Services may provide the Owner and any complainant with an opportunity to make representations regarding the Dangerous Dog. The Director responsible for Bylaw Services may consider any other information the Director considers relevant in the matter, and may confirm, reverse, or amend the decision designating the Dog as a Dangerous Dog and may cancel or modify any restrictions, requirements or conditions imposed by the Animal Control Officer and impose any new or additional restrictions, requirements, or conditions as the Director deems necessary or appropriate in the circumstances for the safety of other domestic animals and the public.

- 9.5 No person shall own or keep any Dangerous Dog unless this Dog is licensed as a Dangerous Dog with the City by an Owner who is over nineteen (19) years of age, who has paid the applicable fee indicated in Schedule "A", and who keeps the Dog in compliance with Sections 9.6, 9.7 and 9.8.
- 9.6 In order to obtain a licence for a Dangerous Dog, an Owner of a Dangerous Dog shall supply the following documentation to the City;
- (a) completion of the Dog License application;
 - (b) written confirmation from a licensed veterinarian that the Dog has been Neutered or Spayed;
 - (c) written confirmation from a licensed Animal trainer the services of such trainer have been retained for the purpose of providing behavioural remediation to the Dog;
 - (d) written confirmation that the Owner has obtained a policy of liability insurance specifically covering any damages for injuries caused by this Dog in an amount not less than five hundred thousand dollars (\$500,000), and covering the twelve (12) month period during which licensing is sought;
 - (e) written confirmation that the Dog has Permanent Identification with the Permanent Identification information outlined on the application; and
 - (f) payment of the Dangerous Dog license fee as outlined in Schedule "A".
- 9.7 Every owner of a Dangerous Dog shall:
- (a) secure the Dog by a collar and Leash that is a maximum length of one (1) metre when not on the Owner's property;
 - (b) ensure that the Dog is not running At Large within the City at any time;
 - (c) ensure that the Dog is not in a designated off-leash area in the City at any time;
 - (d) keep the Dog effectively Muzzled to prevent it from biting another Animal of human when not on the Owner's property;
 - (e) post a clearly visible sign at all points of entry onto any premises where the Dog is being kept, temporarily or permanently, warning that there is a Dangerous Dog on the premises;
 - (f) at all times while the Dog is on the person's premises, keep the Dog securely confined indoors or confined outdoors in an Enclosure with a roof and locked entry;

- (g) within thirty (30) calendar days of receiving notice that their Dog is a Dangerous Dog, ensure the Dog has Permanent Identification and provide the Permanent identification information to the Animal Control Officer;
 - (h) have the Dog photographed and the photo retained on file for Identification purposes;
 - (i) provide the City proof of liability insurance in the amount of not less than one million (\$1,000,000) dollars for the period of the dog license, over the premises where the Dog is kept, to cover any claims arising out of dog bites or dog attacks that could be caused by the Dog; and
 - (j) not hitch, tie, or fasten the dog to a fixed object and leave unattended at any time when not on the Owner's Property.
 - (k) Adhere to any additional requirements as determined by the Animal Control Officer.
- 9.8 The Owner of a Dangerous Dog shall promptly notify the City's Bylaw Department if:
- (a) the Dog is found to be running At Large;
 - (b) the Dog's Owner or place of residence changes; or
 - (c) the Dog is given away or dies

PART 10- URBAN AGRICULTURAL ANIMALS

GENERAL REGULATIONS FOR URBAN AGRICULTURAL ANIMAL KEEPING

- 10.1 In this Part 10, "shelter" means, in relation to
- (a) the keeping of bees, a beehive;
 - (b) the keeping of chickens or ducks, a chicken coop or duck house.
- 10.2 No person shall own, have in their possession, keep, cause, suffer to be kept or have on any premises or property within the City any Urban Agricultural Animal except as permitted in in accordance with this Bylaw in the areas and numbers identified in Schedule B.
- 10.3 The Bylaw Enforcement Officer or a Provincial Apiary Inspector may enter at all reasonable times upon any property on which Urban Agricultural Animals are kept in order to determine compliance with this Bylaw.
- 10.4 Where the placement of a shelter, or the management or practices or aggressive

honey bee behavior have resulted in substantial harm or annoyance to persons in the vicinity or damage to property, as determined by the Bylaw Enforcement Officer and set out in a written notice to the Owner, the Owner must carry out remedial action as set out in the notice within a time specified in the notice.

ENCLOSURES AND FENCING FOR URBAN AGRICULTURAL ANIMAL KEEPING

10.5 The Owner of any Urban Agricultural Animals must ensure that:

- (a) the animals are contained within an enclosed area in the rear yard that extends below ground and with a minimum height of 1.8m. In this context, electric fencing designed and operated in accordance with best practices as identified by WildSafeBC in their Electric Fence Guidelines is considered an enclosure;
- (c) all enclosures are designed to deter bears and other predators from accessing the Urban Agricultural Animals;
- (c) electric fencing is operational between March 1st and November 30th in each calendar year; and
- (d) Within each enclosure there is adequate shelter for the Animals. This includes chicken coops, duck houses and beehives.

SITING REQUIREMENTS FOR URBAN AGRICULTURAL ANIMAL SHELTER

10.6 The Owner of Urban Agricultural Animals must ensure that:

- (a) all shelters are positioned so that their entrance faces away from the closest neighboring residential property line. Where two property lines are equidistant the entrance shall be located away from the neighboring property to the side of the principal dwelling;
- (b) all shelters have a minimum side and rear yard setback of 1.5m
- (c) all shelters are located to the rear of the principal dwelling;
- (d) If a shelter is located within 7.5m of a side or rear property line that abuts a neighboring residential property, it must be screened from view with a solid fence of 1.8m height or evergreen hedge of at least 1.8m in height. Such screening must extend a minimum 12m horizontally from the shelter centered on the shelter and parallel to the nearest side parcel line or rear parcel line;
- (e) all shelters except for beehives shall be located no higher than 0.6m above finished grade and shall have a total maximum height of 2.5m above finished grade; and
- (f) in order to ensure the appropriate height for a bee flight path all beehives are located either:

- i. at least 2.5 meters above finished grade; or
- ii. behind a fence or hedge as described in Section 47 above.

ADDITIONAL REGULATIONS FOR BEEKEEPING

- 10.7 In addition to the other regulations of this Bylaw, any person keeping a beehive as permitted by this Bylaw must:
- (a) comply with provincial legislation governing the keeping of bees;
 - (b) have completed the BC Bee Masters course, or such other certified beekeeping course(s) as are approved by the Ministry of Agriculture, or have been a registered beekeeper pursuant to the Act for the preceding five years;
 - (c) adhere to good management practices and maintain the bees and hive equipment in such a condition to reasonably prevent bee:
 - i. Aggressive behavior;
 - ii. Swarming;
 - iii. Robbing behavior;
 - (d) ensure that immediate action is taken to end swarming and/or aggressive behavior of bees;
 - (e) provide adequate water for the bees;
 - (f) ensure that removal of honey for extraction is done so as to prevent aggressive bee behavior.

PART 11- IMPOUNDING OF ANIMALS

- 11.1 An Animal Control Officer may seize and Impound any Animal:
- (a) which is unlicensed, if there is a requirement that it be Licensed;
 - (b) unlawfully At Large on a highway or in a Public Place;
 - (c) straying or trespassing on private Property;
 - (d) on unfenced land and not securely tethered or contained; or
 - (e) that is subject to, or appears to be, suffering that the Animal Control Officer considers cannot be otherwise reasonably addressed.
- 11.2 Within one (1) day after any Animal has been Impounded, a notice will be fixed to the Pound and posted on the City's Public Notice Board across from the Post Office, including a description of the Animal and the date of Impoundment.

- 11.3 An animal that is seized under section 11.1 may be humanely destroyed if:
- (a) the Animal is subject to, or appears to be, suffering such that the Animal Control Officer or Pound keeper considers cannot be otherwise reasonably addressed; or
 - (b) if the Animal appears to have rabies or any incurable disease,
- and in either case, the Animal Control Officer or Pound keeper may obtain the advice of a veterinarian as to the Animal's condition.
- 11.4 An Impounded Animal that is known to have a contagious disease or has inflicted a bite on another Animal or a person, may be kept in isolation at the Animal Shelter.
- 11.5 Except where the Animal Control Officer has made an application to the Provincial Court for an order that a Dangerous Dog be destroyed, or has determined that the Dangerous Dog suffers from rabies or other incurable disease and is to be destroyed, the Owner of a Dangerous Dog impounded pursuant to the provisions 11.1 of this bylaw, may reclaim such dangerous dog after the five (5) day impounding period, or at such earlier time as the Animal Control Officer may determine, on application by the Owner and upon the Owner establishing proof of ownership;, payment of the fees set out in the *Fees and Rates Bylaw*.
- 11.6 The City will keep an Impounded Animal in the Animal Shelter for a minimum of 5 days (120 hours) after impoundment unless:
- (a) it is reclaimed sooner by the Owner; or
 - (b) a determination is made pursuant to section 11.3.
- 11.7 Subject to the provisions of this bylaw, an Impounded Animal may be reclaimed by its Owner after:
- (a) providing satisfactory proof of ownership and where applicable, proof of sterilization of the Animal;
 - (b) paying the Impoundment and maintenance fees as set out in "Schedule A", and;
 - (c) paying the required licence fee for any Unlicensed Dog.
- 11.8 The sole cost and expense of keeping and treating an Impounded or detained Animal is the responsibility of its Owner, and must be paid in full before the Animal is released, if the Animal Control Officer or Pound keeper deems it necessary that the Animal:
- (a) requires any treatment;

- (b) requires an examination by a veterinarian;
 - (c) requires urgent veterinary care to alleviate any pain or suffering as recommended by a veterinarian; or
 - (d) is subject to, or appears to be, suffering such that the Animal Control Officer or Pound keeper considers cannot be otherwise reasonably addressed.
- 11.9 The City may have an Impounded Animal humanely destroyed, offered by sale, or transfer to another animal shelter, if the Animal remains unclaimed after the expiration of 5 days (120 hours).
- 11.10 At the request of its Owner, upon payment of the applicable fees set out in Schedule A, the Animal Control Officer may humanely destroy an Animal.

PART 12- ENFORCEMENT

- 12.1 The Animal Control Officer, and any Bylaw Enforcement Officer, may, in accordance with the *Community Charter*, at all reasonable times and with reasonable notice, enter onto any property within the City, for the purposes of ascertaining whether the provisions of this Bylaw are being complied with.
- 12.2 The Animal Control Officer or any Bylaw Enforcement Officer may issue orders in writing for compliance with this Bylaw to any person who owns, keeps, or has custody, care or control of an Animal, and the person delivered of such order must promptly and fully meet all requirements, restrictions and conditions set out in the order.
- 12.3 A person must not take or attempt to take any Animal that is lawfully in the custody of a Animal Control Officer, and must not interfere with, obstruct, or impede an Animal Control Officer in the lawful performance of their duties.

PART 13- POUND

- 13.1 Council does hereby authorize the establishment, maintenance, and operation of or contracting for facilities for the impounding of animals at such place or places and upon such premises as Council may from time to time determine.
- 13.2 The Animal Control Officer will maintain a logbook in which is recorded the description of every Animal Impounded; the name of the person who Impounded the Animal, the date, time, and location of the Impoundment; the reason for Impoundment; any boarding and licence fees and other costs owing; and the manner in which the impounded Animal was disposed.

PART 14- CARE OF ANIMALS

14.1 Every person who keeps any Animal must ensure the Animal is provided with:

- (a) clean potable drinking water at all times and suitable food of sufficient quality and quantity to allow for normal growth and the maintenance of normal body weight;
- (b) food and water receptacles that are kept clean and disinfected and located so as to avoid contamination by excreta;
- (c) the opportunity for periodic exercise sufficient to maintain good health; and
- (d) necessary veterinary medical care when the animal exhibits signs of pain or suffering.

14.2 No person may keep any Animal outside unless the Animal is provided with outside shelter that:

- (a) ensures protection from heat, cold and wet that is appropriate to the Animal's weight and type of coat;
- (b) provides sufficient space to allow any Animal the ability to turn about freely and to easily stand, sit and lie in a normal position; at least two (2) times the length of the Animal in all directions, and at least as high as the Animal's height measured from the floor to the highest point of the Animal when standing in a normal position plus 10%
- (c) provides sufficient shade to protect the Animal from direct rays of the sun at all times;
- (d) contains bedding that will assist with the maintaining normal body temperature; and
- (e) is regularly cleaned and sanitized, and all excreta removed and properly disposed of at least once a day.

14.3 No Owner shall cause, permit, or allow a Dog:

- (a) to be hitched, tied, or fastened to a fixed object in such a way that the Dog is able to leave the boundaries of the Owners property;
- (b) to be hitched, tied, or fastened to a fixed object where a Choke Collar forms a part of the securing apparatus, or where a rope or cord is tied directly around the Dog's neck; or be tethered other than with a collar that is properly fitted to that Dog and attached in a manner that will not injure the Dog or enable the Dog to injure itself by pulling on the tether;
- (c) to be hitched, tied, or fastened to a fixed object except with a tether of

sufficient length to enable the full and unrestricted movement of the Dog;

- (d) to be hitched, tied, or fastened to a fixed object continuously for longer than one (1) hour, regardless of whether dog is on private or public property.
- 14.4 No person shall keep an Animal confined in an Enclosure, or an enclosed space including, but not limited to a motor vehicle, without sufficient ventilation to prevent the Animal from suffering discomfort or heat related injury. Such enclosed space or vehicle (if stationary) shall be in an area providing sufficient shade to protect the Animal from direct rays of sun at all times.
- 14.5 No person may transport an Animal in a vehicle outside of the passenger compartment or in an uncovered passenger compartment unless it is adequately confined to a pen or cage or secured in a body harness or other manner of fastening to prevent it from jumping, falling off the vehicle or otherwise injuring itself.
- 14.6 Notwithstanding any other provision of this bylaw, no person shall:
- (a) abandon any Animal;
 - (b) tease, torment, or provoke an Animal;
 - (c) cause, permit or allow an Animal to suffer; or
 - (d) train or allow any Animal to fight.
- 14.7 No person shall keep more than three (3) Dogs on any Property except as otherwise permitted under a zoning bylaw.
- 14.8 Every Owner of an Animal shall ensure that the Animal does not produce any noise or continuous sound in excess of fifteen (15) minutes which disturbs or tends to disturb the quiet, peace, rest, comfort, convenience, or enjoyment of the neighbourhood or of persons in the vicinity.
- 14.9 Every Owner of an Animal, other than a Service Dog, must obey all posted signs in a Public Place that applies to the control of the Animal.
- 14.10 Every Owner of an Animal shall, at the request of a Bylaw Enforcement Officer, produce identification and state correctly his or her name and address. If the owner cannot produce identification, then the owner shall state correctly his or her name and address.

PART 15- VIOLATION AND PENALTY

- 15.1 A person who:
- (a) violates any provisions of this bylaw;

- (b) causes or allows any act or thing to be done in contravention or violation of any provisions of this bylaw; or
- (c) neglects or omits to do anything required under this bylaw, commits an offence, and each day that the offence continues shall constitute a separate and distinct offence.

15.2 Every person who commits an offence under this bylaw is liable to pay:

- (a) a fine and penalty of not more than \$1,000.00 if issued a ticket under the *Municipal Ticket Information Bylaw No. 2041, 2006*; or
- (b) a fine and penalty of not more than \$10,000.00 and not less than \$500.00 for each offence if prosecuted under the *Offence Act, R.S.B.C., Chapter 338*.

PART 16- GENERAL

16.1 Schedules A and B are attached to and form part of this Bylaw.

16.2 The Corporation of the City of Fernie Bylaw 2346, "Animal Control Bylaw" and all amendments thereto, are hereby repealed.

This bylaw shall take full force and effect upon the date of adoption.

READ A FIRST TIME this 25th day of May, 2021.

READ A SECOND TIME this 25th day of May, 2021.

READ A THIRD TIME this this 25th day of May, 2021.

ADOPTED this 14th day of June, 2021.

Mayor

Corporate Officer

I hereby certify the foregoing to be the original Bylaw No. 2436.

Schedule A – Fees

****Description of Fees and Charges****		Fee
Dog Licences		
	One neutered male or spayed female dog;	\$15.00
	One unneutered male or open female dog;	\$35.00
	Replacement tag.	\$1.00
	Aggressive Dog	\$150.00
	Vicious Dog	\$227.00
	Dangerous Dog	\$567.00
Impoundment		
	first impoundment:	\$50.00
	second impoundment:	\$75.00
	third and subsequent impoundments:	\$100.00
	Impoundment of an Aggressive Dog	\$100.00
	Impoundment of a Vicious Dog	\$300.00
	Impoundment of a Dangerous Dog	\$500.00
	Board fees of \$10.00 per day, commencing at midnight on the day of impoundment.	\$10.00 per day
Cremation Services	Cremation of Animal	\$50.00 + Actual Cost of Veterinarian Services.

Schedule B - Urban Agricultural Animal Keeping area and number restrictions

Urban agricultural animal keeping is permissible in the following areas as identified in the City's Zoning Bylaw as amended from time to time and in the following numbers. Unless listed below urban agricultural animal keeping is prohibited.

Zone as identified in the City's Zoning Bylaw	Maximum number of Beehives per parcel	Maximum number of poultry per parcel
R1 - Single Family Residential	2 beehives	Prohibited
R1B - Single Detached Plus Residential	2 beehives	Prohibited
RR - Rural Residential	On parcels <0.403ha: 2 beehives On parcels >0.403ha: 6 beehives	Prohibited
RWF – Residential West Fernie	1 beehive	6 female chickens or ducks or any combination thereof
RWF1 – Residential West Fernie Steep Slope	1 beehive	6 female chickens or ducks or any combination thereof
P1 - Public Institutional Zone	2 beehives	Prohibited
P2 - Parks and Open Space	2 beehives	Prohibited